UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	**CRIMINAL NO. H-14-525-S**
	§	
OSCAR CANTALICIO ORTIZ	§	

PLEA AGREEMENT

The United States of America, by and through Kenneth Magidson, United States Attorney for the Southern District of Texas, and Melissa Annis, Assistant United States Attorney, and the defendant Oscar Cantalicio Ortiz, ("Defendant"), and Defendant's counsel, pursuant to Rule 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, state that they have entered into an agreement, the terms and conditions of which are as follows:

Defendant's Agreement

1. Defendant agrees to plead guilty to Count One of the Superseding Indictment. Count one charges Defendant with conspiracy to commit bank, mail and wire fraud, in violation of Title 18, United States Code, Section 1349. Defendant, by entering this plea, agrees that he is waiving any right to have the facts that the law makes essential to the punishment either charged in the indictment, or proved to a jury or proven beyond a reasonable doubt. In addition, as more fully set forth in the Restitution section of this agreement, Defendant agrees to the issuance of a Presentence Restitution Order requiring Defendant to make monthly restitution payments of $2,000.00 into the registry of the Court until Defendant is no longer on conditions of release.

Punishment Range

2. The **statutory** maximum penalty for each violation of Title 18, United States Code, Section 1349 is imprisonment of not more than 30 years and a fine of not more than $1,000,000.00.

Additionally, Defendant may receive a term of supervised release after imprisonment of up to 5 years after a conviction under Title 18, United States Code, Section 1349. *See* Title 18, United States Code, sections 3559(a)(2) and 3583(b)(1). Defendant acknowledges and understands that if he should violate the conditions of any period of supervised release which may be imposed as part of his sentence, then Defendant may be imprisoned for the entire term of supervised release, without credit for time already served on the term of supervised release prior to such violation. *See* Title 18, United Stated Code, sections 3559(a)(2) and 3583(e)(3). Defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

Mandatory Special Assessment

3. Pursuant to Title 18, United States Code, section 3013(a)(2)(A), immediately after sentencing, Defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars ($100.00) per count of conviction for a total payment of $100.00. The payment will be by cashier's check or money order, payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box 61010, Houston, Texas 77208, Attention: Finance.

Immigration Consequences

4. Defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Defendant understands that if he is not a citizen of the United States, by pleading guilty he may be removed from the United States, denied citizenship, and denied admission to the United States in the future. Defendant's attorney

has advised Defendant of the potential immigration consequences resulting from Defendant's plea of guilty.

Waiver of Appeal and Collateral Review

5. Defendant is aware that Title 28, United States Code, section 1291, and Title 18, United States Code, section 3742, afford a defendant the right to appeal the conviction and sentence imposed. Defendant is also aware that Title 28, United States Code, section 2255, affords the right to contest or "collaterally attack" a conviction or sentence after the judgment of conviction and sentence has become final. Defendant knowingly and voluntarily waives the right to appeal or "collaterally attack" the conviction and sentence, except that Defendant does not waive the right to raise a claim of ineffective assistance of counsel on direct appeal, if otherwise permitted, or on collateral review in a motion under Title 28, United States Code, section 2255. In the event Defendant files a notice of appeal following the imposition of the sentence or later collaterally attacks his conviction or sentence, the United States will assert its rights under this agreement and seek specific performance of these waivers.

6. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. Defendant is also aware that any estimate of the possible sentencing range under the sentencing guidelines that he may have received from his counsel, the United States or the Probation Office, is a prediction and not a promise, did not induce his guilty plea, and is not binding on the United States, the Probation Office or the Court. The United States does not make any promise or representation concerning what sentence the defendant will receive. Defendant further understands and agrees that the United States Sentencing Guidelines are "effectively advisory" to the Court. *See United States v. Booker*, 543 U.S. 220 (2005).

Accordingly, Defendant understands that, although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

7. Defendant understands and agrees that each and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement.

The United States' Agreements

8. The United States agrees to each of the following:

(a) If Defendant pleads guilty to Count One of the superseding indictment, and persists in that plea through sentencing and commits no further criminal offenses, and if the Court accepts this plea agreement, the United States will move to dismiss any remaining counts of the indictment at the time of sentencing;

(b) At the time of sentencing, the United States agrees not to oppose Defendant's anticipated request to the Court and the United States Probation Office that he receive a two (2) level downward adjustment pursuant to section 3E1.1(a) of the United States Sentencing Guidelines, should Defendant accept responsibility as contemplated by the Sentencing Guidelines;

(c) If Defendant qualifies for an adjustment under section 3E1.1(a) of the United States Sentencing Guidelines and the Defendant's offense level is 16 or greater, the United States agrees not to oppose Defendant's request for an additional one-level departure based on the timeliness of the plea or the expeditious manner in which Defendant provided complete information regarding his role in the offense;

(d) The United States agrees to recommend a sentence at the low end of the correctly calculated Sentencing Guideline level.

Agreement Binding - Southern District of Texas Only

9. The United States agrees that it will not further criminally prosecute Defendant in the Southern District of Texas for offenses arising from conduct charged in the indictment which are known to the United States at the time of the execution of this plea agreement. This plea

agreement binds only the United States Attorney's Office for the Southern District of Texas and Defendant. It does not bind any other United States Attorney.

United States' Non-Waiver of Appeal

10. The United States reserves the right to carry out its responsibilities under guidelines sentencing. Specifically, the United States reserves the right:

(a) to bring its version of the facts of this case, including its evidence file and any investigative files, to the attention of the Probation Office in connection with that office's preparation of a presentence report;

(b) to set forth or dispute sentencing factors or facts material to sentencing;

(c) to seek resolution of such factors or facts in conference with Defendant's counsel and the Probation Office;

(d) to file a pleading relating to these issues, in accordance with section 6A1.2 of the United States Sentencing Guidelines and Title 18, United States Code, section 3553(a); and

(e) to appeal the sentence imposed or the manner in which it was determined.

Sentence Determination

11. Defendant is aware that the sentence will be imposed after consideration of the United States Sentencing Guidelines and Policy Statements, which are only advisory, as well as the provisions of Title 18, United States Code, Section 3553(a). Defendant nonetheless acknowledges and agrees that the Court has authority to impose any sentence up to and including the statutory maximum set for the offense(s) to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines. Defendant understands and agrees that the parties' positions regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the Court should

impose any sentence up to the maximum established by statute, or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

Rights at Trial

12. Defendant understands that by entering into this agreement, he surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

> (a) If Defendant persisted in a plea of not guilty to the charges, defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if Defendant, the United States, and the court all agree.
>
> (b) At a trial, the United States would be required to present witnesses and other evidence against Defendant. Defendant would have the opportunity to confront those witnesses and his attorney would be allowed to cross-examine them. In turn, Defendant could, but would not be required to, present witnesses and other evidence on his own behalf. If the witnesses for Defendant would not appear voluntarily, he could require their attendance through the subpoena power of the court; and
>
> (c) At a trial, Defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if Defendant desired to do so, he could testify on his own behalf.

Factual Basis for Guilty Plea

13. Defendant Ortiz (hereinafter Ortiz) is pleading guilty because he is in fact guilty of the charges contained in Count One of the superseding indictment. If this case were to proceed to trial, the United States could prove each element of the offense beyond a reasonable doubt. The following facts, among others would be offered to establish Defendant's guilt:

Ortiz and co-conspirator Seung Min Santillan, a.k.a. Suzy (hereinafter Santillan) engaged in a scheme to defraud residential mortgage lenders. Residential mortgage loans were obtained in the names and using the credit of straw buyers. A loan application was completed in the buyer's name which contained false material information regarding the buyer's creditworthiness and/or intent/incentive to pay the mortgage(s).

False and misleading information in the loan application as well as other supporting documents were provided to the lenders. These false statements were material to the lender's decision whether and under what circumstances to fund the mortgage loans. The documents used for obtaining the loans to purchase the properties and the documents generated from the closing transactions were authorized and disseminated through the United States mail and interstate commercial courier services and through interstate wire communications such as E-mail and facsimiles. Once the lender decided to fund the residential loans, the loan funds were sent by interstate wire transfer from the lender's bank to a title company in Houston, Texas. These wire transfers moved through a wire communication to the Federal Reserve Bank in New York, and were settled through Fed Wire in New Jersey. Some of the mortgage lenders were financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC). Fraudulently obtained loans were funded by the following FDIC insured institutions, Ohio Savings Bank, National City Bank of Indiana, Encore Bank, Wells Fargo Bank, JP Morgan Chase Bank, and Washington Mutual Bank.

It was part of the scheme that Santillian, a Texas realtor operating under the name Prime Estate Realty, would identify many of the residential properties purchased during the scheme. Ortiz and Santillan recruited, or paid others to recruit, individuals to pose as the buyer of these properties. It was further part of the scheme that Ortiz and Santillan would pitch the individuals they wanted to recruit as buyers. They told prospective buyers the costs associated with purchasing and maintaining the property would be paid by Ortiz and Santillan. The prospective buyers were told the property would only be in their name a short time while it was remodeled by Ortiz and then placed back on the market. The buyers were also promised money in exchange for going to the residential closing(s) and signing the documents.

Ortiz and Santillan engaged in multiple loan transactions involving the same properties. The following are a few examples:

Date	**PROPERTY**	**BUYER**	**LOAN AMOUNT**	**DEFENDANT DISTRIBUTION**
5/31/2005	2905 Amherst, Houston, TX	L. Hinojosa	$807,500	Prime Estate Realty $10,000 Uptown Builders $186,104.36
1/16/2007	2905 Amherst, Houston, TX	M. Poorsaid	$1,400,00	Uptown Builders $352,229.36
12/30/2005	713 Fargo, Houston, TX	S. Sumlin	$381,000	Prime Estate Realty $11,433
3/13/2006	713 Fargo, Houston, TX	C. Thieme	$670,000	Prime Estate Realty $20,100 Uptown Builders $235,919.05
4/10/2007	112 W. 4th St. Houston, TX	T. Van Allen	$431,300	Americorp Builders $149,926
7/26/2007	112 W. 4th St. Houston, TX	H. Kaboli	$617,500	Americorp Builders $155,132.16

Ortiz and Santillan used several business entities during their scheme including Prime Estate Realty, Uptown Builders LLC, Americorp Builders LLC, Luxury Quality Homes, LLC and Santi Investments, LLC. Ortiz and Santillan took one or more distributions from the loan transactions which proceeds were routed through one or more of these business entities established by Ortiz, Santillan or both. The value of the property was inflated so that Ortiz and Santillan could extract a large amount of the seller's proceeds. Fraudulent appraisal reports were provided to the lenders as false evidence of the value of the property to be purchased.

Multiple properties were often purchased in the name and using the credit of the same buyer. The loan application for the second or subsequent mortgage transaction did not reflect the buyer had earlier purchased, on credit, another residential property as his or her primary residence.

Two of the mortgage fraud transactions involving the same buyer are described below:

A. 1708 Woodhead, Houston, Texas

On July 15, 2005, 1708 Woodhead, Houston, Texas was purchased in the name of S. Jackson for $610,000. One hundred percent of the purchase price was financed by First Franklin Financial in two loans (80% on the first note and 20% in the second). The loan application reflected Jackson was purchasing 1708 Woodhead as his primary residence and his income was inflated on the application. The application also falsely reflected that Jackson owned and was living at 4111 Hoffman St, Houston, Texas. In addition to misleading the lender with regard to Jackson's current residence, the loan application also falsely reflected that Jackson was to lease 4111 Hoffman which would result in rental income. A fraudulent lease agreement for the lease of 4111 Hoffman by Jackson was provided to the lender. Jackson's tenant was identified on the lease as Oscar Ortiz. The address listed for the tenant, Oscar Ortiz, was Ortiz' PO Box in Kingwood, Texas. The signed lease agreement appears to be the signature of Ortiz. The signed lease agreement was faxed, according to the fax header, from Prime Estate Realty. The contract to purchase 1708 Woodhead was also a Prime Estate Realty contract. The Ameritrust Title file contained contracts and amendments to the contacts for two different buyers. The initial buyer named on the contract was M. Briagas. There was an amendment to her contract which indicated the seller of Woodhead was to only receive $365,000 of the transaction amount and the buyer was to receive a $245,000 "construction credit".

The lender funded the loans to purchase this property via interstate wire transfers to the title company in Houston, Texas. After the residential closing, the title company wire transferred to Uptown Builders LLC Sterling Bank account $236,095.66 of the seller's proceeds. This is an account over which both Ortiz and Santillan had signature authority. Immediately following the deposit, $120,000 was transferred from the Uptown Builders account to Ortiz's personal account at Sterling Bank. The same day, Ortiz gave Jackson a $6,000 check written on his personal bank account at Sterling Bank.

None of the documents provided to the lender indicated that at the time of the loan transaction, the lender's loan collateral, 1708 Woodhead, was not worth $610,000. The HUD-1 Settlement statement provided to the lender made it appear that the $236,095.66 payment to Uptown Builders was an "investment loan payoff" owed by the seller. The appraisal report provided to the lender was also a fraudulent report. The home's value was inflated and it was not an appraisal performed by the individual listed as the appraiser on the report.

B. 1434 West 22nd St. Houston, Texas

Ten days later, a second residential mortgage transaction was entered into for the purchase of 1434 West 22nd St., Houston, Texas. Jackson was again the buyer. The purchase price for 1434 West 22nd was $295,000. Ohio Savings Bank, an FDIC insured institution, funded the loan of $280,250 to purchase the house.

The bank was misled regarding Jackson's incentive and ability to repay this loan. The loan application again falsely represented that Jackson was purchasing this house as his primary residence. Further, the fact that Jackson's credit had been used to obtain $610,000 in mortgage loans ten days earlier for another "primary residence" was hidden from the bank. The same false information provided to the Woodhead lender with regard to the lease of 4111 Hoffman was also provided to the bank, who funded this mortgage loan. The bank was also given the false impression that Jackson as the buyer was providing the necessary funds to close the transaction. The buyer's closing costs for this transaction were $14,494.29. A Sterling Bank cashier's check was purchased in this amount payable to Ameritrust Title. On the face of the check the remitter was listed as "S. Jackson". The funds used to purchase this check actually came from Ortiz and Santillan's Uptown Builders bank account at Sterling Bank.

After closing, the title company wire transferred $78,654.20 to Uptown Builders, LLC Sterling Bank account. The following day a transfer of $20,000 was made from the Uptown Builders Sterling Bank account to Ortiz' personal account at Sterling Bank. Ortiz wrote check 1034 payable to S. Jackson for $3,000. The memo line on the check read "commission". Defendant Ortiz also paid the earnest money by a check written on his ABC Home Builders, LLC account at Compass Bank. The check was written to Ameritrust Title for $1,000. Also located within the title file for this transaction was a "Construction Addendum". This type written page had the name Prime Estate Realty centered at the bottom of the page. This sheet of paper purported to be an addendum to the earnest money contract for 1434 W. 22nd St, Houston, Texas but it was not signed by either the buyer or seller. This alleged addendum set out that of the $295,000 sales price listed in the contract, only $200,000 was for the sellers and the remaining $95,000 was to be used as construction costs of the buyer, and the seller was not receiving any part of the $95,000. The lender was not provided a copy of the "Construction Addendum".

The appraisal reports provided to each lender in the transactions for 1708 Woodhead and 1434 West 22nd St. both falsely reflect that each appraisal was conducted by Kenneth Lehrer. A stolen copy of his Texas Appraiser license was attached to both of the appraisal reports. Dr.

Lehrer would testify that he did not use his license to conduct residential appraisals and when he learned that someone was using his license he met with the Texas Appraiser Licensing and Certification Board in Austin and obtained a new license number.

Ortiz participated in additional mortgage loan transactions in which the appraisal report was falsely represented to have been prepared by Dr. Lehrer, including the following fraudulent loan transactions:

DATE	PROPERTY	BUYER	LENDER	DEFENDANT DISTRIBUTION
3/13/2006	713 Fargo, Houston, TX	C. Theime	Ohio Savings Bank	Prime Estate Realty $20,100; Uptown Builders $235,919.05
6/8/2006	2216 Bellefontaine, Houston, TX	T. Van Allen	National City Bank of Indiana/Encore Bank	Santi Investments $289,538.85
8/8/2006	5001 Woodway #402, Houston, TX	A. Carrasco	Unprime Securities Co.	Santi Investments $168,126.15

S. Jackson would testify that he first met with Defendant Ortiz who explained that he bought homes, remodeled them and then sold them for a profit within six months of the purchase. Defendant Ortiz told Jackson that he needed people to buy the houses he wanted to remodel. Ortiz promised to pay Jackson for his help in buying homes. In a subsequent meeting, Jackson met with Defendant Ortiz and Santillan at an office where Defendant Ortiz and Santillan explained the process of buying houses to him. Jackson had no prior experience with purchasing property. After attending the real estate closings at the title company, Ortiz paid Jackson. Both Ortiz and Santillan were with Jackson at the closings. Jackson was later contacted by the lenders about the unpaid mortgages. Ortiz and Santillan had earlier told him he would not have to pay the mortgages or provide any of the money for closing. Jackson contacted Ortiz about the unpaid mortgages and Ortiz promised Jackson he would pay the mortgages. Santillan had Jackson sign a

Power of Attorney. Jackson understood this was to facilitate the sale of the houses. Ultimately, both properties were foreclosed after the loans fell into default.

This scheme involved numerous fraudulent loan transactions. More than $16,000,000 in residential mortgage loans were fraudulently obtained during the scheme.

Breach of Plea Agreement

14. If Defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and Defendant's plea and sentence will stand. If at any time Defendant retains, conceals, or disposes of assets in violation of this plea agreement, or if Defendant knowingly withholds evidence or is otherwise not completely truthful with the United States, then the United States may move the Court to set aside the guilty plea and reinstate prosecution. Any information and documents that have been disclosed by Defendant, whether prior to or subsequent to this plea agreement, and all leads derived therefrom, will be used against defendant in any prosecution.

Restitution, Forfeiture, and Fines – Generally

15. This Plea Agreement is being entered into by the United States on the basis of Defendant's express representation that he will make a full and complete disclosure of all assets over which he exercises direct or indirect control, or in which he has any financial interest. Defendant agrees not to dispose of any assets or take any action that would effect a transfer of property in which he has an interest, unless Defendant obtains the prior written permission of the United States.

16. Defendant agrees to make complete financial disclosure by truthfully executing a sworn financial statement (Form OBD-500 or similar form) within 7 days of signing this plea

agreement. Defendant agrees to authorize the release of all financial information requested by the United States, including, but not limited to, executing authorization forms permitting the United States to obtain tax information, bank account records, credit histories, and social security information. Defendant agrees to discuss and answer any questions by the United States relating to Defendant's complete financial disclosure.

17. Defendant agrees to take all steps necessary to pass clear title to forfeitable assets to the United States and to assist fully in the collection of restitution and fines, including, but not limited to, surrendering title, executing a warranty deed, signing a consent decree, stipulating to facts regarding the transfer of title and the basis for the forfeiture, and signing any other documents necessary to effectuate such transfer. Defendant also agrees to direct any banks which have custody of his assets to deliver all funds and records of such assets to the United States.

18. Defendant understands that forfeiture, restitution, and fines are separate components of sentencing and are separate obligations.

Restitution

19. Defendant agrees to pay full restitution to the victim(s) regardless of the count(s) of conviction. Defendant stipulates and agrees that as a result of his criminal conduct, the victim(s) incurred a monetary loss of at least $5,462,800. Defendant understands and agrees that the Court will determine the amount of restitution to fully compensate the victim(s). Defendant agrees that restitution imposed by the Court will be due and payable immediately and that Defendant will not attempt to avoid or delay payment. Subject to the provisions of paragraph 5 above, Defendant waives the right to challenge in any manner, including by direct appeal or in a collateral proceeding, the restitution order imposed by the Court.

a. Defendant agrees to the issuance of a Presentence Restitution Order at this time, requiring Defendant to make monthly payments of $2,000 toward the restitution obligation that will eventually be imposed against the Defendant. On the first business day of each month following the date of this Plea Agreement, Defendant will make monthly payments into the registry of the Court (via checks to "Clerk, U.S. District Court" at P.O. Box 61010, Houston, Texas 77208) until Defendant is no longer on conditions of release. Defendant agrees that the monthly payment amount is based upon Defendant's current ability to pay and is subject to change in the future, whether increase or decrease. If the Defendant contends that his financial circumstances have materially changed, the Defendant must submit sworn information about that change directly to the lead prosecutor for this case. If the parties come to an agreement, then a new monthly payment amount could be submitted to the Court for approval.

b. Defendant agrees that if he receives a tax refund, he will within five (5) days of receipt pay funds into the registry of the Court towards the anticipated restitution debt. If Defendant is single, the entire tax refund amount will be paid; and if Defendant is married, then Defendant's half of the refund will be paid into the registry. Defendant understands that nothing in this Agreement prevents the United States from pursuing administrative offsets, including by the Internal Revenue Service, once a restitution order has been imposed.

Forfeiture

20. Defendant stipulates and agrees that the property listed in the Indictment's Notice of Forfeiture (and in any supplemental Notices) is subject to forfeiture, and Defendant agrees to the forfeiture of that property.

21. Defendant stipulates and agrees that the factual basis for his guilty plea supports the forfeiture against him and in favor of the United States, and Defendant agrees to the imposition of a personal money judgment for $5,462,800, against him and in favor of the United States of America. Defendant stipulates and admits that one or more of the conditions set forth in Title 21, United States Code, section 853(p), exists. Defendant agrees to forfeit any of his property, or his interest in property, up to the value of any unpaid portion of the money judgment, until the money judgment is fully satisfied.

22. Defendant agrees to waive any and all interest in any asset which is the subject of a related administrative or judicial forfeiture proceeding, whether criminal or civil, federal or state.

23. Defendant consents to the order of forfeiture becoming final as to Defendant immediately following this guilty plea, pursuant to Federal Rule of Criminal Procedure 32.2(b)(4)(A).

24. Subject to the provisions of paragraph 5 above, Defendant waives the right to challenge the forfeiture of property in any manner, including by direct appeal or in a collateral proceeding.

Fines

25. Defendant understands that under the Sentencing Guidelines the Court is permitted to order Defendant to pay a fine that is sufficient to reimburse the government for the costs of any imprisonment or term of supervised release, if any. Defendant agrees that any fine imposed by the Court will be due and payable immediately, and Defendant will not attempt to avoid or delay payment. Subject to the provisions of paragraph 5 above, Defendant waives the right to challenge the fine in any manner, including by direct appeal or in a collateral proceeding.

Complete Agreement

26. This written plea agreement, consisting of 19 pages, including the attached addendum of Defendant and his attorney, constitutes the complete plea agreement between the United States, Defendant, and Defendant's counsel. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. Defendant acknowledges that no threats have been made against him and that he is pleading guilty freely and voluntarily because he is guilty.

27. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at Houston, Texas, on June 30, 2016.

Oscar Cantalicio Ortiz, Defendant

Subscribed and sworn to before me on June 30, 2016.

DAVID J. BRADLEY, Clerk
UNITED STATES DISTRICT CLERK

By: ____________________
Deputy United States District Clerk

APPROVED:

Kenneth Magidson
United States Attorney

By: ____________________
Melissa J. Annis
Assistant United States Attorney
Southern District of Texas

____
Nicole DeBorde
Attorney for Defendant

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	**CRIMINAL NO. H-14-525-S**
	§	
OSCAR CANTALICIO ORTIZ	§	

PLEA AGREEMENT -- ADDENDUM

I have fully explained to Defendant his rights with respect to the pending indictment. I have reviewed the provisions of the United States Sentencing Commission's Guidelines Manual and Policy Statements and I have fully and carefully explained to Defendant the provisions of those Guidelines which may apply in this case. I have also explained to Defendant that the Sentencing Guidelines are only advisory and the court may sentence Defendant up to the maximum allowed by statute per count of conviction. Further, I have carefully reviewed every part of this plea agreement with Defendant. To my knowledge, Defendant's decision to enter into this agreement is an informed and voluntary one.

Nicole DeBorde
Attorney for Defendant

6/30/16
Date

I have consulted with my attorney and fully understand all my rights with respect to the indictment pending against me. My attorney has fully explained, and I understand, all my rights with respect to the provisions of the United States Sentencing Commission's Guidelines Manual which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorney. I understand this agreement and I voluntarily agree to its terms.

Oscar Cantalicio Ortiz Defendant	6/20/16 Date